



AGENDA
REGULAR MEETING

City Council of the City of Blue Island, Illinois
2434 Vermont Street
February 24, 2015 – 7:00 P.M.

City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
www.blueisland.org

Office of the Mayor

p (708) 597 8602
f (708) 597 1221

City Clerk

p (708) 597 8603
f (708) 396 7062

City Treasurer

p (708) 396 7067
f (708) 597 1807

Building & Zoning

p (708) 597 8606
f (708) 396 2686

**Community
Development**

p (708) 396 7037
f (708) 597 1221

**Community
Relations**

p (708) 396 7035
f (708) 597 1221

Senior Citizens

p (708) 396 7085
f (708) 396 7062

Finance

p (708) 396 7067
f (708) 597 1807

Water & Sewer

p (708) 597 8605
f (708) 396 7062

Public Works

3153 Wireton Road
Blue Island, IL 60406
p (708) 597 8604
f (708) 597 4260

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Journal of Proceedings**
Motion to approve minutes from February 10, 2015
5. **Public Comment**
6. **Committee Reports**
 - a. **Community Development Committee**
 1. An Ordinance Amending Ordinance No. 2015-008 of the City of Blue Island, Cook County, Illinois.
 - b. **Finance Committee**
 1. Motion for Approval of Payroll – February 13, 2015 for \$359,990.82
 2. Motion for Approval of Accounts Payable – February 18, 2015 for \$602,224.63
 3. Abatement of \$399,537.50 of Real Estate Taxes Levied Pursuant to Ordinance 06-046.
 4. Abatement of \$96,205.00 of Real Estate Taxes Levied Pursuant to Ordinance 12-189.
 5. A Resolution Approving Engineer for Phase III Construction of the Division Street Bridge Rehabilitation Project and Authorizing Execution of Related Documents.
 - c. **Public Health and Safety**
 - d. **Municipal Services Committee**
 - e. **Judiciary Committee**
 1. An Ordinance Amending Ordinance No. 2013-217 of the City of Blue Island, Cook County, Illinois.

7. **Report of City Officials/Presentations/Resolutions**

Mayor: A Resolution Honoring Ruth Clara Herma Jebesen Rickhoff on the Celebration of her 100th Birthday.

Bids:

City Clerk: 1. Motion to approve a Special Event Agreement with Double Play Saloon.

City Treasurer:

City Attorney: 1. A Resolution Approving Settlement Terms for Certain Pending Litigation in Cook County Circuit Court and Authorizing Execution of Related Documents.
2. A Resolution Approving Settlement Terms for Certain Pending Litigation in the Northern District of United States District Court and Authorizing Execution of Related Documents.

8. **Aldermanic Announcements/Comments.**

9. **Motion to Retire to Closed Session for consideration of:**

a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS OF THE MEETING
FEBRUARY 10, 2015**

CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on February 10, 2015.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 11 Ald. Hawley, Vieyra, Bilotto, Rita,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto, Johanson

Absent: 3 Johnson, Thompson, Buckner

Present Also: Randy Heuser, City Clerk
Shawn Te Raines, City Attorney
Carmine Bilotto, City Treasurer

JOURNAL OF PROCEEDING

Moved by Ald. Stone, second by Ald. Pittman the Journal of Proceedings of the Regular Meeting on January 27, 2015 is accepted as printed.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – February 10, 2015

CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENINGS BUSINESS

Robert Black, 12142 Artesian Ave, stated his displeasure with the plowing on his street.

Allan Stevo, 2324 Union Street, expressed his concerns regarding Walgreens closing, snow plowing, and the time limits on residents addressing the council.

COMMITTEE REPORTS

Community Development- Ald. Hawley, Chairman

A RESOLUTION TO ACCEPT STAFF ASSISTANCE SERVICES DELIVERED BY ENTERPRISE COMMUNITY PARTNERS FOR TOD IMPLEMENTATIONS.

Moved by Ald. Hawley, second by Ald. Vieyra to approve.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

ORDINANCE 2015-008

AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO SET A DATE FOR A PUBLIC HEARING FOR THE WESTERN AVENUE BUSINESS DEVELOPMENT DISTRICT.

Moved by Ald. Hawley, second by Ald. Bilotto to approve Ordinance 2015-008.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

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Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

Next Meeting – Tuesday, March 3, 2015, 7:30 – East Annex

Finance Committee – Ald. Rita, Chairman

Moved by Ald. Rita, second by Ald. Carr to approve Payroll for January 30, 2015 for \$339,292.18.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

Moved by Ald. Rita, second by Ald. Ostling to approve Accounts Payable for February 4, 2015 for \$477,869.33.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

Next Meeting – Tuesday, February 17, 2015, 7:30 – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Regular Meeting – February 10, 2015

**Public Health & Safety Committee Report
for the Meeting of February 4th, 2015**

Present were Director John Rita, Deputy Police Chief Michael Cornell, Fire Chief James Klinker, 911 Supervisor Jim McGeever, Chief Don Marchbanks, Alderman Leticia Vieyra, Alderman James Johanson, and myself. Also present were Alderman Marcia Stone. Absent were Alderman Buckner and Alderman Johnson. The meeting was called to order at 7:00.

Citizens Concerns

There were no citizens present.

Fire Department Report

The Fire Department had 292 calls in January, 202 were EMS calls
165 Patients were treated
148 Patients were transported
53 Patients refused transport

They responded to 25 general fire alarms, and 20 minor fire alarms.

They responded to 20 auto aid calls, most calls were from Calumet Park.

They had 23 calls to man the station.

They received 2 mutual aid response calls. Both were ambulance calls.

Average response time was 5.6 minutes.

There were several fires in January, including a fence fire, kitchen fire, grease vent fire at McDonald's, a balcony fire, and one structure fire at 1933 Burr Oak Avenue.

The fire on 1933 Burr Oak Avenue was called in by a motorist passing by. He subsequently knocked on the apartment doors which resulted in about 25 people being evacuated safely. The City is looking to locate the man and give him a citizens award. The dispatchers also did an excellent job of coordinating the help needed.

Medical Reimbursement Services for January was \$34,961.63

Fire Recovery collected \$0.00 in the month of January. \$6200.00 in fees are still outstanding.

False Fire Alarm Fees Collected: \$0.00

General

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Firefighter Richard Whitlock started Monday January 26, 2015. He is currently working day shift.

Maintenance

The Illinois Department of Public Health will be coming out to inspect all the ambulances.

Ambulance 2162: The City Mechanic Tom Kissel replaced water pump, fan blade, serpentine belt and pulley for a total cost of \$226.19.

Ambulance 2182: Diesel smell in cab of unit. At Joe Rizza Ford.

Engine 2123: Out of service for front line Engine Air Brake Repairs (Certified Fleet)

Training

The training division has completed 533.63 hours of training for the month of January.

No State Certification Tests were given this month.

The Air Packs are now officially in service.

Grants

2014 AFG Grant – Application was sent in on January 5th, 2014. We have applied for two ambulances along with a micro grant request for Thermal Imaging Cameras and Multi-Gas Detectors.

Private Grant – A grant application was submitted through the Grants Coordinator for 2 Thermal Imaging Cameras, 3 Automatic External Defibrillators, and 3 Smoke Ejectors.

Police Department Report

The Blue Island Police Department has begun Sex Offender Registration checks in the month of January. Police departments are required to follow up on the Sex Offenders in our jurisdiction only once a year. The Blue Island Police Department will do checks three times a year in an attempt to keep registered sex offenders in compliance. There are currently 23 registered sex offenders in Blue Island.

The Blue Island Police Department will begin checking vacant properties in the month of February. Vacant properties are often found unsecured and it attracts a criminal element to the community. Officers are working with the building department to keep vacant properties from becoming a bigger problem by constantly monitoring the properties. In October the Police department checked approximately 200 properties and found several that were unsecured.

Regular Meeting – February 10, 2015

The Police Department answered 2113 calls including 271 business premise checks, 92 were liquor establishment checks.

Stats/Cases of Interest

167 Alarm Calls (all unfounded)
2 Armed Robberies
2 Burglaries
6 Residential Burglaries (3 unfounded)
8 Shots Fired (4 unfounded)
99 Domestic Disputes
311 Traffic Stops

Total money collected for the month of January \$37,880.06

19,200 miles patrolled.

Calls of Interest

On January 21st three young looking offenders walked into Discount Tobacco at 11925 Western. One of the offenders displayed a dark colored gun and demanded the cashier to open the cash register. The cashier opened the register and the offenders took approximately \$400.00 and fled.

On January 24th two victims were walking in the area of the 12700 block of Hoyne. The two victims walked by a car and noticed the two vehicle occupants exit the vehicle. The victims turned onto Oak Street and the offenders ran into the alley and began to shoot. Both the victims and the offenders know each other.

Liquor Establishment Calls

1 suicidal subject, 1 subject removal, 1 fight were received in January on liquor establishments.

Training

January 26-28: Officer Padron attended SSERT Training, which included one day for sniper training.

January 22-23: Deputy Chief Cornell and Commander Sisk attended a refresher on Internal Affairs Investigations.

January 24-25 Range Qualifications were well attended as 33 officers qualified during the two four range sessions.

Candidates: Detective Nedved and Officer Donica both indicated that they wish to become range instructors. Both received recommendations from Assistant Range Master Sepessy.

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Officer Strezo completed the 40 hour Sokolov Field Training Course in late December and began his first field training assignment on January 24th.

Officer Murray is scheduled to attend the 40 hour Sokolov Field Training Course in June of 2015.

Use of Force Reviews

Use of Force Reviews for incidents that occurred on 11/7/14, 11/17/14 and 1/4/15 were forwarded to Deputy Chief Cornell for review.

Use of Force Reviews from 11/23/14 and 1/25/15 are pending.

Internal Investigations

The review of the suspicious subjects call responded to by Officer Colone was completed. All actions taken by the officers and supervisor involved were deemed to be appropriate.

OSHA

An inspection was conducted by an OSHA Safety Inspector on 1/30/15. Minor violations were found. There were no serious violations warranting any fines.

Community Policing Unit (CPU)

CPU answered several calls regarding seniors.

The final form for the Calumet Township/City of Blue Island Adult Protective Services Committee was finished and presented.

CPU and METRA taught Operation Life Saver at Paul Revere, Lincoln, and Whittier Schools.

CPU answered several calls by area grade schools regarding child abuse and behavioral issues.

CPU received several public nuisance complaints regarding the condition of various properties.

911 Center

The 911 Center received 12,248 calls in January.

One full timer accepted a position to become a Police Officer.

2015 Illinois Commerce Commission Report will be submitted once Blue Island 911 ETSB is appointed.

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Phase II Wireless- Supervisor McGeever is currently working with Verizon Wireless to receive Phase II information. This will give the latitude and longitude on the caller.

Supervisor McGeever and a dispatcher will be attending the Text to 911 Webinar on March 3rd, 2015.

BIEMA

In the month of January, BIEMA assisted with the fire on 127th St.

They are also working to become NIMS compliant.

They will be looking at ways to protect our local waterways.

BIEMA continues to have problems with a shortage of equipment.

Monthly Health and Sanitation Report

In the month of January 23 Health and Sanitation Inspections were done.

Domino's Pizza was given a warning for not having a person certified with an Illinois Food and Sanitation license on site at all times.

Aldermen's Concerns

There was a lengthy discussion of the safety issues caused by the snow storm of February 1st, 2015. Sidewalk shoveling, snow plowing, ruts in the streets, residents shoveling snow out into the streets, garbage pickup, use of public lots for parking during plowing, snow routes, and even/odd parking ordinance were discussed.

Meeting was adjourned at 7:40 p.m.

Our next regular meeting will be March 4th at 7:00 pm in the East Annex.

Respectfully submitted,

Candace Carr

4th Ward Alderman

Next Meeting – Wednesday, March 4, 2015, 7:00 – East Annex

Municipal Services Committee – Ald. Johanson, Chairman

Next Meeting – Wednesday, February 11, 2015, 7:00 – East Annex

Judiciary Committee – Ald. Ostling, Chairman

Next Meeting – Tuesday, February 17, 2015, 6:00 – East Annex

REPORT OF CITY OFFICIALS

MAYOR: The Mayor thanked everyone for their support on the passing of his uncle.

BIDS: No bids.

CITY CLERK:

Moved by Ald. Johanson, second by Ald. Pittman to approve a request from the Blue Island American Legion Post 50 to have their annual Poppy Days on Friday and Saturday, May 15th and 16th, 2015 with rain dates of May 22nd and 23rd, 2015.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

Moved by Ald. Stone, second by Ald. Hawley to approve a request from Misericordia to have their annual Jelly Belly Candy Days on Friday and Saturday, April 24th and 25th, 2015.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

CITY TREASURER:

Motion by Ald. Donahue, second by Ald. Rita to accept the Financial Statement for the period ending January 31, 2015.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

CITY ATTORNEY:

No business.

ALDERMANIC ANNOUNCEMENTS/COMMENTS:

CLOSED SESSION

Motion by Ald. Bilotto, second by Ald. Rita to go into Executive Session.

Upon a vote, the Mayor declared the motion carried.

*****CLOSED SESSION*****

REGULAR MEETING

Motion by Ald. Hawley, second by Ald. Bilotto to reconvene Regular Meeting.

Ayes: 11 Hawley, Vieyra, Bilotto, Rita, Donahue,
Stone, Carr, Ostling, Pittman, Frausto,
Johanson

Nays: 0

Regular Meeting – February 10, 2015

Absent: 3 Johnson, Thompson, Buckner

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

ADJOURNMENT

Motion by Ald. Pittman, second by Ald. Donahue to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 8:03 p.m.

The next regular meeting of the City Council is scheduled for February 24, 2015 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
24TH DAY OF FEBRUARY, 2015.**

Domingo F. Vargas, Mayor

ABATEMENT CERTIFICATE

Pursuant to Ordinance 12-189, AN ORDINANCE PROVIDING FOR THE EXECUTION AND DELIVERY OF A MEMBER GUARANTY AGREEMENT AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (LIMITED TAX), SERIES 2012, OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE LEVY OF DIRECT ANNUAL TAXES TO PAY SUCH BONDS, AND RELATED MATTERS, passed and approved June 26, 2012, by the City Council of the City of Blue Island, Cook County, Illinois (the "Issuer") (with respect to which undefined terms herein shall have the meanings therein, the "Bond Ordinance"), certain terms of which were provided for in the Notification of Sale and Bond Order (the "Bond Order") dated August 16, 2012, the undersigned, as Mayor and City Treasurer of the City of Blue Island, Illinois, hereby certify to the Cook County Clerk that it is appropriate to reduce by abatement the tax levy for 2014 (to be received in 2015) as provided in the Bond Order (filed with such County Clerk on August 17, 2012), as follows:

<u>Tax Levy</u>		<u>Remaining Levy Amount After Abatement</u>
<u>For the Year</u>	<u>(Amount Abated (\$))</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2014	\$96,205.00	\$ 0.00

The County Clerk is hereby directed to abate taxes as set forth above and to ascertain the rate per cent required to produce the aggregate tax hereinabove provided to be levied in 2013, as shown above to be levied, and to extend the same for collection on the tax books in connection with other taxes levied in such year, in and by the Issuer for general corporate purposes of the Issuer, and in such year levied and collected in like manner as taxes for general corporate purposes for such year is levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein described as the same become due and payable. The tax levy shall be abated as parenthetically shown above. Otherwise Ordinance No. 12-189 shall be given effect according to its terms.

CITY OF BLUE ISLAND

Mayor

(SEAL)

Attest:

Treasurer

City Clerk

RECEIPT

The County Clerk hereby acknowledges receipt of the above Abatement Certificate this _____ day of March, 2015 and agrees to abate (and continue to extend with respect to the Bond Ordinance) the taxes therein provided.

County Clerk, The County of Cook, Illinois

ABATEMENT CERTIFICATE

Pursuant to Ordinance 06-046, AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2006, OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR AN ALTERNATE REVENUE SOURCE AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS, passed and approved October 24, 2006, by the City Council of the City of Blue Island, Cook County, Illinois (the "Issuer") (with respect to which undefined terms herein shall have the meanings therein, the "Bond Ordinance"), the undersigned, as Mayor and City Clerk of the City of Blue Island, Illinois, hereby certify to the Cook County Clerk that it is appropriate to reduce by abatement the tax levy for 2014 (to be received in 2015) as provided in Section 10 of the Bond Ordinance (filed on October 31, 2006, with such County Clerk), as follows:

<u>Tax Levy</u> <u>For the Year</u>	<u>(Amount Abated (\$))</u>	<u>Remaining Levy Amount After Abatement</u> <u>A Tax Sufficient to Produce the Sum of:</u>
2014	\$399,537.50	\$ -0-

The County Clerk is hereby directed to abate taxes as set forth above and to ascertain the rate per cent required to produce the aggregate tax hereinabove provided to be levied in 2014, as shown above to be levied, and to extend the same for collection on the tax books in connection with other taxes levied in such year, in and by the Issuer for general corporate purposes of the Issuer, and in such year levied and collected in like manner as taxes for general corporate purposes for such year is levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein described as the same become due and payable. The tax levy shall be abated as parenthetically shown above. Otherwise Ordinance No. 06-046 shall be given effect according to its terms.

CITY OF BLUE ISLAND

Mayor

(SEAL)

Attest:

Treasurer

City Clerk

RECEIPT

The County Clerk hereby acknowledges receipt of the above Abatement Certificate this _____ day of March, 2015 and agrees to abate (and continue to extend with respect to the Bond Ordinance) the taxes therein provided.

County Clerk, The County of Cook, Illinois

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-003**

**A RESOLUTION APPROVING ENGINEER FOR PHASE III
CONSTRUCTION OF THE DIVISION STREET REHABILITATION
PROJECT AND AUTHORIZING EXECUTION
OF RELATED DOCUMENTS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2015-003

A RESOLUTION APPROVING ENGINEER FOR PHASE III CONSTRUCTION OF THE DIVISION STREET BRIDGE REHABILITATION PROJECT AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

Whereas, the City of Blue Island is a non-home rule municipality and has the authority to enter into contractual agreements;

Whereas, the City has undertaken an initiative referred to as the Division Street Bridge Rehabilitation Project;

Whereas, the City is required by the Illinois Department of Transportation to select and retain a qualified engineering company to effectuate completion of the rehabilitation project to IDOT standards;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the response to requests for proposals and IDOT construction engineering services agreement for federal participation, attached as Exhibit A to this Resolution, are hereby approved.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 24th day of February, 2015.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this
24th day of February, 2015.

CITY CLERK

LOCHNER

City of Blue Island

REQUEST FOR PROPOSALS PHASE III CONSTRUCTION ENGINEERING AND INSPECTION

Division Street Bridge Rehabilitation

STATEMENT OF INTEREST

Lochner is pleased to submit this proposal to provide Phase III Construction Engineering and Inspection (CEI) services for the Division Street Bridge Rehabilitation project. The Lochner CEI Team has decades of construction engineering experience on similar improvement projects. We are experts at coordination with IDOT, USCG, IDNR, IEPA, local resource agencies, and a wide variety of project stakeholders. As the representative for the City of Blue Island, our staff will closely coordinate with the City in order to protect the City's interests and ensure delivery of high quality bridge construction.

CONTACT

Ken Desmaretz, PE
Vice President
Lochner
1011 Warrenville Road, Suite 20
Lisle, IL 60532
Tel: 630.679.1670
Fax: 630.679.1780
Email: kdesmaretz@hwlochner.com

SUMMARY OF THE PROPOSED PROJECT

PROJECT UNDERSTANDING

This project will rehabilitate the existing closed structure at Division Street over the Cal Sag Channel in Blue Island, facilitating the safe reopening of Division Street to the motoring public. Additional work includes replacement of an existing water main, installation of roadway sidewalk, navigation, and architectural lighting. Sea wall repairs, installation of ornamental fencing and parapet embankment, and minor roadway improvements.

PROJECT CHALLENGES

Project Duration/Schedule - The rehabilitation will be completed, halting complete closure of the bridge to traffic and pedestrians. Work is expected to begin in late July 2015 with a construction duration of 13 months. Lochner staff will work diligently with the contractor and all subcontractors to ensure that work is progressing according to the approved project schedule, and that any anticipated problems are resolved without impacting the opening of Division Street to traffic or the final completion schedule.

Utility Coordination - During any construction project, utility coordination is key to ensuring that the project schedule during construction can be accomplished. According to the plans both underground and above ground utilities are within the construction zone and may require relocation and adjustment. A minimum will need to be provided during the rehabilitation. Lochner staff will closely monitor, and all utilities within the project site and ensure that all known utilities and any unknown utilities and services that may be encountered in the field do not affect the progress of the construction. Additionally, Lochner understands that maintenance of water main service across the bridge is critical to the needs of Blue Island. Tasks associated with the service transitions from existing to temporary and from temporary to proposed water mains will be given particular attention. Their importance will be continually stressed to the contractor through all phases of the project.

Project Coordination - In addition to the City, project stakeholders include motorists, emergency services, public works services, businesses, and residences impacted by the bridge closure. Since the current closure status has been in effect since 2010, these stakeholders are interested and invested in reopening the Division Street Bridge. Lochner staff will keep all stakeholders updated on the progress of the project, reaching out prior to the beginning of work and regularly during the course of construction, informing all parties of the pending progress. City of Blue Island staff will be included in all project updates on a daily basis, or as directed in order to keep IDOT and the local elected officials informed and up to speed. As an additional communication tool, Lochner has included a direct cost for installation, service, maintenance, and web hosting of a webcam to continuously monitor construction progress. The proposed Work Zone Cam posts high definition progress photos every 30 minutes that are accessible to anyone with access to the City of Blue Island website, or through the mobile app.

Means and Methods of Construction - Lochner staff will work closely with the contractor and all subcontractors on the means and methods of construction, including support for the temporary water main supports, the steel erection procedures, and project schedule and logistics. This project will be DOT funded and will be on IDOT land. We are experts at coordinating with IDOT staff as we know the people, the requirements, and the procedures to speed these projects through what can be a long and complex process.

LOCHNER

City of Blue Island

REQUEST FOR PROPOSALS PHASE III CONSTRUCTION ENGINEERING AND INSPECTION

Division Street Bridge Rehabilitation

KEY STAFF

Project Manager, Ken Desmaretz, PE

Ken is a Senior Project Manager and one of the company's Vice Presidents with more than 38 years of experience in construction management of transportation infrastructure projects. Ken has served as Project Manager on numerous Phase III projects for IDOT, the Illinois Tollway, counties, and municipalities.

Resident Engineer, Paul Harris, PE

Paul is a Resident Engineer with more than 23 years of experience in construction engineering and inspection, 14 of those years in construction management for the Illinois Department of Transportation. Paul is a Resident Engineer on state-level and local transportation construction projects across Illinois. He has worked on projects in both urban and rural locations and has been involved in roadway, bridge, drainage structures, intersections, interchanges, open road tolling facilities, various noise wall types, and storm sewer facilities.

Inspector, Adam O'Holleran

Adam is a Senior Resident Technician in Lochner's Midwest group. Adam has more than 17 years of experience in construction engineering and inspection and construction management within the industry. His expertise includes program/construction management and inspection, documentation of quantities, construction project documentation, on-site material testing, and survey layout, as well as coordination with contractors, utility companies, private developers, and government agencies.

REFERENCES

Mr. Dick Schroeder
Highway Commissioner
York Township
630.627.2200

Mr. Christopher Snyder, PE
Director of Transportation/County Engineer
DuPage County Division of Transportation
630.407.6910

Mr. Roman Meropolski, PE
Area Construction Supervisor
Illinois Department of Transportation
847.705.4250

PROJECT EXPERIENCE

Lemont Road over the Des Plaines River | IDOT



Phase III engineering services for the improvement of the 3800 Lemont Road bridge over the Des Plaines River. Work included removing the existing surface of the bridge deck by hydro-slamming one-half inch, then placing a 2-1/4" latex concrete overlay on the deck, replacing the expansion joints, and repairing sections of the back wall of the north abutment. Traffic was also maintained through the work zone continuously, except during short durations while the deck pours were being performed.

I-88 Bridge over the Fox River | Illinois State Toll Highway Authority

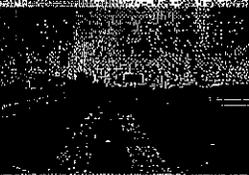


Phase III engineering services for a 10-span arch bridge carrying I-88 over the Fox River. This was one of the first performance-based specification (design-build) projects in Illinois. Lochner was the construction management consultant for this \$44.5 million project overseeing all on-site construction activities. This unique project has been featured in Construction, Bridges and Roads & Bridges magazines.

2013 Skyway Construction Inspection/Structural Steel Repairs | Skyway Concession Company

Phase III CEI services for steel repairs for two large deck truss structures on the Chicago Skyway. Lochner reviewed the shop drawings, maintenance of traffic plans, and contractor plans for temporary structures and provided field inspection and additional construction administration services for repairs to the 100th Street viaduct and East Approach to the Calumet River Bridge. Construction work included repairs to the gusset plates, sway braces and lateral braces.

Mannheim Road over the Union Pacific/Proviso Railroad Yard | IDOT



Construction engineering services included construction staking, inspection, supervision, materials testing, and the maintenance of all survey and right-of-way monuments for IDOT. The project involved rehabilitation of the expressway bridge and roadway on Mannheim Road over the UP/Proviso Railroad Yard. Project features included pavement widening, deck/bridge rehabilitation, lighting, and traffic signal modernization.

PROPOSED SUBCONSULTANTS



Chicago Testing Laboratory, Inc. (CTL) will provide any necessary material testing services for this project. CTL represents one of the world's premier resources for the quality control and quality assurance of asphalt and asphalt materials, liquids, aggregates, concrete, and soils. Joe Trevino, one of CTL's highly experienced Materials Technicians, brings more than 15 years of experience in materials testing to the team. Joe has performed OC/QA field and plant testing for many clients including IDOT, MFT, and many local municipalities. Jolie Gallaway, another of CTL's Materials Technicians, brings more than 7 years of experience performing OC/QA for both HMA and PCC, managing PCC lab cylinder breaking, as well as reporting for IDOT and CDOT systems.

We are confident that our experienced and exceptionally qualified CEI Team can provide the best combination of talent and professional expertise to Blue Island for this improvement. We appreciate the opportunity to submit our proposal for Phase III Construction Engineering and Inspection services and look forward to working with the City of Blue Island to make the Division Street Bridge Rehabilitation a success.

Local Agency City of Blue Island	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant H.W. Lochner, Inc.
County Cook			Address 1011 Warrenville Rd., Suite 20
Section 14-00164-00-BR			City Lisle
Project No. BROS-4003(319)			State IL
Job No. C-91-285-14			Zip Code 60532
Contact Name/Phone/E-mail Address Domingo Vargas 708.396.7031 dvargas@cityofblueisland.org	Contact Name/Phone/E-mail Address Ken Desmaretz 630.679.1670 kdesmaretz@hwlochner.com		

THIS AGREEMENT is made and entered into this day of February, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Division St Route MS1090 Length 0.08 MI Structure No. 016-5006

Terminal over Cal-Sag Channel

Description: All Construction Engineering Phase III for Bridge Rehabilitation. See attached scope for a list of items included in the scope of services.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

- a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
- c. For soils, to obtain samples and perform testing as noted below.
- d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports, and verify compliance with contract specifications.

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- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee in Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee in Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee in Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee in Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient, properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

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- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF = Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

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5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment - Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment - Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC-775 (Exhibit C) and BC-776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate; the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

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7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

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COMPANY NAME: H. W. Lochner, Inc.

PTB NUMBER: _____

 TODAY'S DATE: **2/6/2014**

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		335	\$45.00	\$15,075.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$1.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Concurrence Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploration/Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Compressive Strength of Concrete Cylinders	Actual Cost			\$19.00	\$0.00
Nuclear Density Gauge	Actual Cost			\$50.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Construction Engineering Scope of Work

H. W. Lochner is pleased to provide the City with this Phase Three Construction Engineering Scope of Work and accompanying Cost Estimate of Consultant Services. With an anticipated June 2015 letting it is anticipated that the construction contract, between the City and the General Contractor, will be fully executed in mid to late July 2015, with construction starting late July 2015 and completion by August 27, 2016. The first item anticipated to begin will be the submittal of contractor's QC plans for cast-in-place and precast concrete items and steel erection procedures.

In order to meet the overall project schedule, Lochner proposes to begin work on Construction Engineering Services around July 20, 2015 with the Resident Engineer dedicated part time to the project to perform preliminary reviews.

The proposed man-hours are based on the assumption that the contractor will start the project on time and complete the project within the estimated duration.

A. Project Startup & Submittal Reviews

This work includes the need for the Resident Engineer to review the approved plans and specifications to become familiar with the project, review the contractor's proposed construction schedule, and set-up the project's file system. Also hours are included to prepare for and attend the preconstruction meeting.

Resident Engineer

Subtotal= 40 hours

B. Construction Observation

Lochner will provide full-time Construction Observation Services on a cost plus fixed fee, not to exceed basis. Lochner will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

Lochner will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders and weekly reports. Weekly reports will be submitted to the contractor, IDOT and the City of Blue Island. Lochner will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. Lochner shall keep the City of Blue Island informed as to the progress of construction and shall endeavor to guard IDOT and the City of Blue Island against deficiencies in work.

City of Blue Island

Section: 14-00164-00-BR

Project No. BROS-4003 (319)

Lochner will conduct regular progress meetings with the contractor, City of Blue Island and IDOT as requested. Lochner will prepare agendas and distribute meeting minutes to all attendees.

Lochner will review the conditions of the traffic control twice daily per IDOT Standard Specifications. A Traffic Control Condition Report will be completed after each traffic control review to ensure that the contractor is in compliance with all required traffic control standards. Lochner will also perform bi-weekly nighttime traffic surveillance observations for the duration of the project when traffic control devices are in place. Traffic control reviews will be completed for the construction zone.

Chicago Testing Laboratory, Inc. will be providing Quality Assurance testing of materials incorporated into the project to meet IDOT project procedures. These services will be provided as a cost plus fixed fee, not to exceed basis.

Lastly a Lochner technician and intern will be utilized as directed by the Resident Engineer to support inspection services and to gain data for end of project record drawings.

Resident Engineer	Subtotal= 560 hours
Technician	Subtotal= 1320 hours
Intern	Subtotal= 280 hours

C. Punch List and Project Close-Out

It is anticipated that during July and August 2016 that the contractor will complete all punchlist items and the Resident Engineer and Technician will complete all project documentation and provide the final project files to the City of Blue Island for their use and storage. These efforts will include preparing final job records in accordance with IDOT policy and to the satisfaction of IDOT auditors, all quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, ICORS forms will be printed and bound, and field books and records will be indexed and boxed for final submittal.

Resident Engineer	Subtotal= 240 hours
Technician	Subtotal= 240 hours

Lochner shall not supervise, direct or have any control over the contractor's work. Lochner shall not have any responsibility for the construction, means, methods, techniques, sequences or procedures selected by the contractor. Also Lochner is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

Lochner shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work or any agents or employees of any of them. Lochner does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Plant inspections of epoxy coated rebar, precast products, and fabricated equipment as well as other off-site material inspection are not included.

COMPANY NAME: Chicago Testing Laboratory
PTB NUMBER: _____

TODAY'S DATE: _____

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Loading (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$1.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory/Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Compressive Strength of Concrete Cylinders	Actual Cost		10	\$19.00	\$190.00
Nuclear Density Gauge	Actual Cost			\$50.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Noack, Brad

From: Keith Knowles <kknowles@earthcam.com>
Sent: Tuesday, February 10, 2015 9:06 AM
To: Noack, Brad
Subject: Work Zone Cam Proposal for H W Lochner



150 North Michigan Ave., 28th Fl. #2828. Chicago, IL 60601 • 312-239-3131 • www.workzonecam.com

Quote # 021015218970

Brad Noack
H W Lochner
225 West Washington Street,
12th Floor
Chicago, IL 60606

bnoack@hwlochner.com
312-994-9743

Ship To:
Brad Noack
H W Lochner
13200 S Division St
Blue Island, IL 60406

bnoack@hwlochner.com
312-994-9743

Qty		Unit Price	Total
1	18 Megapixel SLR Camera System - Verizon Wireless	\$3,995	\$3,995
	4GB onboard storage	\$0	Included
1	Work Zone Cam - Pole Mount Adapter	\$72	\$72
1	Installation Services	\$1,995	\$1,995
1	Work Zone Cam - 4MP Fully Hosted Service (13 months @ \$175/mo)	\$2,275	\$2,275
	Custom web page with weather data, mobile app, and time-lapse movies	\$0	Included
1	Installation Services - Solar	\$2,995	\$2,995
1	Nationwide Cellular Data Package - Verizon Wireless (13 months)	\$0	Included
1	FedEx Ground Shipping and Handling	\$0.00	Included
	TAX		\$376.20
	TOTAL		\$11,708.20

Multiple Camera Discount	Hosted Service Upgrades
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Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 7, 2015

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Frank Powers
LOCHNER, H. W., INC.
225 West Washington Street
12th Floor
Chicago, IL 60606

Dear Frank Powers,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Apr 30, 2014. Your firm's total annual transportation fee capacity will be \$36,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 171.94% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until April 30, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

SEFC PREQUALIFICATIONS FOR LOCHNER, H. W., INC.

CATEGORY	STATUS
Transportation Studies - Mass Transit	X
Special Studies - Safety	X
Special Services - Construction Inspection	X
Structures - Railroad	X
Transportation Studies - Railway Engineering	X
Airports - Planning & Special Services	X
Structures - Highway: Complex	X
Hydraulic Reports - Waterways: Typical	X
Highways - Freeways	X
Environmental Reports - Environmental Assessment	X
Environmental Reports - Environmental Impact Statement	X
Structures - Highway: Advanced Typical	X
Special Studies - Traffic Studies	X
Hydraulic Reports - Waterways: Complex	X
Structures - Highway: Simple	X
Highways - Roads and Streets	X
Special Studies - Traffic Signals	X
Location Design Studies - Rehabilitation	X
Location Design Studies - New Construction/Major Reconstruction	X
Structures - Highway: Typical	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Location Drainage	X
Special Studies - Feasibility	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2015-009**

**AN ORDINANCE AMENDING ORDINANCE NO. 2013-217 OF THE
CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2015-009

AN ORDINANCE AMENDING ORDINANCE NO. 2013-217 OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

BE IT ORDAINED by the Mayor and City Council of the City of Blue Island, Cook County, Illinois (the "*City*"), as follows:

SECTION ONE

Ordinance No. 2013-217, Section 3(a), is hereby amended in its entirety to read as follows:

Beginning on the west side of Vincennes Avenue from its intersection with 122nd Street and then proceeding in a general northerly direction along the west side of Vincennes Avenue to its intersection of 119th Street and Vincennes Avenue; thence westerly along the south side of 119th Street to its intersection with Longwood Avenue; thence in a general southerly direction along the west side of Longwood to its intersection with 122nd Street, thence in a general easterly direction along the south side of 122nd Street to its intersection with Vincennes Avenue. Also on the north and south side of 122nd Street from Longwood Avenue to Irving Street.

SECTION TWO

The Mayor or designee is authorized to perform all acts necessary to effectuate the intent of this ordinance and including the erection of the appropriate signage.

SECTION THREE

This ordinance shall be in full force and effect upon the date of passage or as otherwise required by law and shall supersede all ordinances, or parts thereof, in conflict herewith. All other provisions of Ordinance No. 2013-217 shall remain in full force and effect as written.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 24th day of February, 2015.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
24th day of February, 2015.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of February, 2015.

CITY CLERK

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2015-010**

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-008 OF THE
CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2015-010

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-008 OF THE
CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

BE IT ORDAINED by the Mayor and City Council of the City of Blue Island, Cook County, Illinois (the "*City*"), as follows:

Ordinance No. 2015-08, Section 5, is hereby amended to read as follows:

Section 5. Notice of the Public Hearing is hereby authorized to be given by publication in the SouthtownStar on February 25, 2015 and February 27, 2015 (not more than 30 nor less than 10 days prior to the date of the Public Hearing).

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 24th day of February, 2015.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this
24th day of February, 2015.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of February, 2015.

CITY CLERK

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-004**

**A RESOLUTION HONORING RUTH CLARA HERMA JEBSEN
RICKHOFF ON THE CELEBRATION OF HER 100TH BIRTHDAY.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**TOM HAWLEY
FRED BILOTTO
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2015-004

**A RESOLUTION HONORING RUTH CLARA HERMA
JEBSEN RICKHOFF ON THE CELEBRATION OF HER
100th BIRTHDAY.**

WHEREAS, it is the custom of this Administrative Body to honor those distinguished individuals whose lifework and civic endeavor served to enhance the quality of life in their communities; and

WHEREAS, attendant to such concern, and in full accord with its long standing traditions, this Administrative Body is justly proud to celebrate the 100th Birthday of Ruth Rickhoff, and to pay tribute to her many contributions to her community; and

WHEREAS, in 1915, Ruth was born in Blue Island; born the fifth of eight children on 135th Street where many relatives lived in small rural homesteads; and

WHEREAS, Ruth moved with her family to Chicago Heights for a short time and then to Grove Street for her grade school years at First Lutheran School on Grove Street and high school at Blue Island High school on Maple Avenue; and

WHEREAS, married into a family of ten children, she was the hostess and record keeper of both families, keeping in touch through cards, letters and telephone calls and, invitations to “come over” usually to talk, eat, and play cards; and

WHEREAS, with her marriage to Fritz Rickhoff in 1936, she moved to Harvey where her three children, June, Karen, and Fred were born. They moved back to Blue Island, 2455 Grove Street in the early 70’s; and

WHEREAS, Ruth has four grandchildren, and six great grandchildren; and

WHEREAS, she recited the Gettysburg Address at a ceremony at Memorial Park, she also founded Brownie and Girl Scout Troops, and organized fund raisers for special causes supporting the community; and

WHEREAS, Ruth Rickhoff was the president of the Parent Teacher Association at McKinley school on 147th Street; and

WHEREAS, a firm believer of voting, she worked for elections, drove others to the elections; canvassed door-to-door for an increased property tax to implement the funds for better schools; and

WHEREAS, Ruth Rickhoff distinguished record merits the recognition and respectful tribute of this Administrative Body;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Blue Island, County of Cook and State of Illinois, do hereby congratulate and offer our most sincere and heartfelt congratulations to **Ruth Rickhoff** on the celebration of her 100th Birthday.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 24th day of February, 2015.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
24th day of February, 2015.

CITY CLERK

CITY TREASURER

Christine Buckner, Alderman

Tom Hawley, Alderman

Leticia Vieyra, Alderman

Fred Bilotto, Alderman

Nancy Rita, Alderman

Kevin Donahue, Alderman

Marcia Stone, Alderman

Candace Carr, Alderman

Janice Ostling, Alderman

Kenneth Pittman, Alderman

Dexter Johnson, Alderman

Jairo Frausto, Alderman

Nancy L. Thompson, Alderman

James Johanson, Alderman

SPECIAL EVENT AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2015, by and between the City of Blue Island, hereinafter referred to as "Lessor" and Double Play Saloon hereinafter referred to as "Lessee." The parties execute this Agreement for the purpose of memorializing the special event lease by the Lessee of a certain public parking lot located immediately adjacent to and abutting the Lessee's premises.

The Lessor and the Lessee, for the mutual considerations stated herein and for the faithful performance of all covenants and conditions set forth herein, agree as follows:

1. TERMS OF USE

Subject to the terms, conditions and limitations contained in this Agreement, the Lessor hereby leases to the Lessee, and the Lessee hereby rents from the Lessor the municipal parking lot located directly behind the Double Play Saloon in Blue Island, Illinois, in exchange for the value of \$1.00 receipt of which is hereby acknowledged. The period of occupancy shall begin on the 8th day of May, 2015 at 5:00 p.m. and shall terminate automatically on May 9, 2015 at 11:59 p.m.

The Lessee will use and occupy the Premises solely for the purpose of the Can'D Festival as described in the attached correspondence received from the Lessee dated February 4, 2015 and for no other private purpose whatsoever without the Lessor's express written approval. The Lessee will observe, abide by and conform to all rules and regulations, and such further rules and regulations as from time to time may be put in effect by the Lessor, for the general safety, comfort and convenience of the public including applicable local ordinances.

2. RESPONSIBILITY FOR PREMISES

The Lessee's signature on this Agreement signifies that the Lessee (i) has visited the Premises, (ii) has inspected the Premises and the appurtenances thereto, and (iii) is fully acquainted with the condition of the Premises. The Lessee accepts the Premises in its present condition and acknowledges that it is suitable for the Lessee's intended use.

The Lessee, at its sole cost and expense, shall furnish all necessary labor required for the Lessee's use of the Premises, including, but not limited to, security and safety personnel. A security plan for the event must be submitted to the Director of Public Health and Safety and Fire Chief for approval in advance of the event.

The Lessee shall not admit to the Lessee's event a larger number of persons than the capacity of the Premises accommodates. The Lessor, by and through its representatives, reserves the right to enter onto the Premises and eject any objectionable person(s) from the Premises for the health, safety or welfare reasons. The Lessee hereby waives any and all claims for damages of any kind against the Lessor by reason of or relating to the exercise of such ejection authority.

At all times during the term of this Agreement, the Lessee shall, at the Lessee's sole cost and expense, keep the Premises in good order, condition and repair, and clean, sanitary and safe, ordinary wear and tear excepted. The Lessee shall comply with all federal, state and local requirements of law, by statute, rule, ordinance or otherwise, affecting the Premises and all appurtenances thereto for the duration of this Agreement. The Lessor will not be required to

make any repairs to the Premises occasioned by the act or neglect of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees. Any of the foregoing repairs required to be made by reason of the negligence of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees shall be the responsibility of the Lessee. The Lessee will not allow any nuisance(s) to exist with respect to the Premises for the duration of this Agreement.

The Lessee will not alter the Premises or place, install or attach any permanent fixtures or equipment to be used in connection with the Lessee's event without obtaining the Lessor's prior approval to (i) such improvements and (ii) the manner in which said fixtures and equipment are to be installed and located in the Premises.

At the termination or expiration of this Agreement, the Lessee shall deliver the Premises to the Lessor in the same condition as the Lessee received it when the term of this Agreement began, reasonable wear and tear accepted. The Lessee shall promptly remove all its equipment, fixtures and any other installations, alterations or improvements before surrendering the Premises as aforesaid. The Lessee will repair any damage to the Premises caused by the removal of such items. The Lessee's obligation to observe or perform this covenant will survive the expiration or other termination of the lease term. The Lessor reserves the right to remove from the Premises, at the sole expense of the Lessee, any and all effects remaining on the Premises after the period of occupancy has expired.

3. HOLD HARMLESS AND INDEMNIFICATION

The Premises shall be used and maintained by the Lessee for its convenience and accommodation throughout the period of occupancy. The Lessee shall defend, indemnify and hold the City harmless from any and all liability for all claims, actions, demands and expenses (including attorney's fees) resulting from or in any way connected with, or alleged to have arisen from the Lessee's use or occupancy of the Premises, including but not limited to actions or inactions of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees, and the Lessee's breach of any of the terms or conditions of this Agreement. The Lessee shall pay for any and all damage to the Premises sustained during the period of occupancy.

Except for damage or injury proximately caused by the Lessor's sole negligence, the Lessor shall not be responsible for any damage or injury that may occur to the Lessee or to the Lessee's agents, employees, guests, clients, customers, patrons, invitees or property from any cause whatsoever prior, during or subsequent to the period covered by this Agreement; and the Lessee hereby expressly releases the Lessor from such loss, damage or injury and agrees to defend, indemnify and hold the Lessor harmless therefrom.

4. INSURANCE AND LICENSES

Prior to its use and occupancy of the Premises, the Lessee shall procure and maintain a general liability insurance policy with the Lessor as an additional insured in the amount of One Million Dollars (\$1,000,000.00). The Lessee will, at least thirty (30) days prior to occupancy of the Premises, furnish the Lessor with original certificates of insurance.

The Lessee shall apply for and obtain a special event liquor license and/or the necessary approvals by the Liquor License Commissioner pursuant to the applicable local ordinances including maintaining the appropriate insurance coverage relating to the sale and consumption of liquor on the premises.

5. MISCELLANEOUS

This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials. The Lessee is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

The Lessee shall not assign, transfer, or encumber this Agreement without the prior written approval of the Lessor, and shall not sublet or allow any other tenant to come in, with, or under the Lessee without like written approval. Any assignment or subletting, notwithstanding the consent of the Lessor, will not in any manner release the Lessee herein from its continued liability for the performance of the provisions of this Agreement and any amendments or modifications hereto.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not operate to invalidate any other provision hereof. This Agreement will be construed without reference to titles of sections or clauses, which are inserted for convenient reference only.

This Agreement, the exhibits hereto and the documents incorporated herein by reference form the entire agreement between the Lessor and the Lessee. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect. Any matters not herein expressly provided for shall be at the discretion of the Mayor or his designee.

This Agreement must be signed and returned at least 30 days prior to the event date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

LESSOR:
CITY OF BLUE ISLAND

Mayor: _____

City Clerk: _____

LESSEE:
DOUBLE PLAY SALOON

Thomas Cheatle: _____

Title: _____

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-005**

**A RESOLUTION APPROVING SETTLEMENT TERMS FOR
CERTAIN PENDING LITIGATION IN COOK COUNTY CIRCUIT
COURT AND AUTHORIZING EXECUTION
OF RELATED DOCUMENTS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2015-005

A RESOLUTION APPROVING SETTLEMENT TERMS FOR CERTAIN PENDING LITIGATION IN COOK COUNTY CIRCUIT COURT AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

Whereas, the City is engaged in litigation relating to a dispute surrounding city owned property and initiated litigation to obtain possession and control of the same;

Whereas, there is a bona fide legal dispute regarding the parties rights to possession of the property and continued use of the subject property;

Whereas, it is in the best interest of the parties to resolve the dispute on amicable terms in lieu of continued litigation expenses and the City believes time is of the essence;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the settlement agreement and release, attached as Exhibit A to this Resolution, are hereby approved.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 24th day of February, 2015.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this
24th day of February, 2015.

CITY CLERK

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This settlement agreement and release (hereinafter referred to as "Agreement"), is entered into as of February 13, 2015, between the City of Blue Island ("the City") and Tommy Brown, individually and as agent of Tommy A. Brown Sports Association ("the Association"), all of whom shall be collectively referred to as "the parties."

RECITALS

- A. Certain controversies have arisen between the City and the Association including, but not limited to, a forcible entry and detainer action currently pending in the Sixth District of Cook County Circuit Court;
- B. Through this AGREEMENT, the parties wish to resolve amicably and finally any and all claims relating to the city owned property located at 2805 W. 141st Street in Blue Island, Illinois, with the release being from the beginning of time up to and including the date of the execution of this AGREEMENT, including all the allegations giving rise to the above-referenced claim and/or the Lawsuit.

THEREFORE, in consideration of the above and the covenants and promises set forth below in this AGREEMENT, the parties agree as follows:

1. **Incorporation of Recitals.** The above and foregoing recitals are incorporated herein by reference and made a part hereof the same as though they were set forth herein verbatim.
2. **Consideration.** The City agree to pay the Association a gross amount of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS. (\$15,000.00) (hereinafter "Consideration Amount"), in a check payable to the Association or its designee (The Reese Law Center, LLC). The receipt of consideration is hereby acknowledged as of the date of execution of this AGREEMENT.
3. **Joint Stipulation/Motion to Dismiss.** Subsequent to execution of this AGREEMENT by the parties, the parties shall jointly request the Court's approval of the terms contained in this AGREEMENT and the dismissal of the pending forcible entry and detainer action, with the court retaining jurisdiction to enforce the terms of this AGREEMENT and with each party to bear their respective costs.
4. **Release of Claims.** The parties hereby waive, release and hold harmless one another from any and all claims relating to the pending forcible entry and detainer action, whether known or unknown, which could have been made by the parties and arising from events prior to the execution of this AGREEMENT. Claims necessary to enforce this AGREEMENT are specifically excluded from the release of claims herein.
5. **Terms of Possession and Occupancy of Property.** The Association and its employees, agents, assigns, heirs, tenants, occupants, and anyone affiliated with the Association whatsoever, shall vacate the city owned property, which is the subject of the forcible entry and detainer action pending between the parties, on or before midnight on March 31, 2015. The City shall have sole possession and control of the property beginning at 12:01 a.m. on April 1, 2015 and beginning at said time and date has the authority to change the locks or otherwise prevent access to any person whatsoever with no additional notice required. All notices required under the laws of the State of Illinois governing tenancy or termination of tenancy are

hereby waived on behalf of the Association, its employees, agents, heirs, assignees, tenants and other persons acting on its behalf. Such waiver includes, but is not limited to, notices to vacate or demands to quit or demands for possession.

Beginning on March 1, 2015 and continuing through midnight on March 31, 2015, the parties shall have shared occupancy and possession of the premises. Shared occupancy and possession shall mean free ingress and egress onto and within the property. At no time shall either party engage in conduct which: impedes upon the other party's use or occupancy of the property; unreasonably prevents ingress/egress; causes disruption in the lawful business activities of the other party including but not limited to disruption of events hosted by the Association and inspections or repairs performed by the City. The Association shall provide a schedule of events/activities and copies of any and all tenancy agreements relating to the property within 7 business days of the execution of this AGREEMENT. The Association shall provide a copy of keys for access to enter the property on March 1, 2015. The parties agree to cooperate with one another in good faith to effectuate the intent of this paragraph and this AGREEMENT.

6. **Non-Admission.** The parties acknowledge that this AGREEMENT and any obligations under this AGREEMENT do not constitute an admission by either party of any violation of any common law, or Federal, State or local statute, law, rule or regulation or of any liability.
7. **Validity/Enforceability.** If any provision of this AGREEMENT or the application thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this instrument which can be given effect without the invalid or unenforceable provision.
8. **Governing Law.** This AGREEMENT shall be construed, interpreted and applied in accordance with the law of the State of Illinois, without giving effect to the choice of law provisions thereof.
9. **Entire Agreement.** This AGREEMENT incorporates by reference the entire agreement between the parties regarding its subject matter. No term of this AGREEMENT may be changed, waived, discharged, or terminated, in the absence of a written agreement with the appropriate approval of city council and signed by each of the parties to this AGREEMENT.

City of Blue Island

The Association

Mayor Domingo Vargas

Tommy Brown, individually and as agent of
Tommy A. Brown Sports Association

Date: February 13, 2015

Date: February 13, 2015

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-006**

**A RESOLUTION APPROVING SETTLEMENT TERMS FOR
CERTAIN PENDING LITIGATION IN THE NORTHERN DISTRICT
OF UNITED STATES DISTRICT COURT AND AUTHORIZING
EXECUTION OF RELATED DOCUMENTS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2015-006

A RESOLUTION APPROVING SETTLEMENT TERMS FOR CERTAIN PENDING LITIGATION IN THE NORTHERN DISTRICT OF UNITED STATES DISTRICT COURT AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

Whereas, there is certain litigation pending in federal court alleging civil rights violations;

Whereas, there is a bona fide dispute regarding the factual allegations giving rise to the litigation and resolution of which will only be reached in a jury trial;

Whereas, it is in the best interest of the City to resolve the litigation in lieu of continued legal expenses and risks associated with a jury trial;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the settlement agreement and release, attached as Exhibit A to this Resolution, are hereby approved.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 24th day of February, 2015.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
24th day of February, 2015.

CITY CLERK

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

DONALD FLORES,)
)
Plaintiff,)
)
v.)
)
CITY OF BLUE ISLAND,)
BLUE ISLAND POLICE OFFICERS)
J. LEVERTON (Star #147),)
J. MAURICIO (Star #164),)
SERGEANT J. SCHULTZ (Star #210), and)
DETECTIVE DENNIS SEPESSY,)
)
Defendants.)

Case No. 1:13-cv-05956

Magistrate Judge Daniel G. Martin

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into on this 13th day of February, 2015 between the City of Blue Island (“the City”), Joshua Leverton, Jesus Mauricio, Jamie Schultz, Dennis Sepessy and Donald Flores, collectively referred to as “the Parties.”

WHEREAS, the Parties enter into this Agreement for the purpose of fully and completely settling all of the claims and causes of action contained within the pleadings in case number 1:13-cv-05956 filed in the United States District Court for the Northern District of Illinois, Eastern Division, and any related claims arising from or related to the same or similar conduct as set forth in the pleadings;

THEREFORE, in lieu of continued litigation, and for good and valuable consideration, the Parties have agreed to resolve their differences as set forth below:

1. **Payment Terms.** In consideration of this Agreement, the City, Joshua Leverton, Jesus Mauricio, Jamie Schultz and Dennis Sepessy (collectively referred to as “the Defendants”) will pay to Donald Flores, upon receipt of an original of this Agreement executed by Donald Flores and approval by City Council in accordance with the Illinois Municipal Code and Open Meetings Act, SEVENTY THOUSAND DOLLARS (\$70,000.00). These settlement funds shall be paid in two equal installment payments of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). The first installment payment shall be made by March 31, 2015, and the second installment payment shall be made by July 31, 2015. The Defendants make no representations, promises or warranties to Donald Flores concerning the tax consequences of the Settlement Payments and will provide a Form 1099 to Donald Flores.

2. **Mutual Release of Claims.** The Parties, on behalf of their agents, dependents, heirs, executors, administrators, estates, successors and assigns, attorneys and all others acting by and through them, release and covenant not to sue the opposing party, its agents, representatives, current and former employees, officers, directors, subsidiaries, parents, affiliates, assignors, assignees, heirs, attorneys, insurers, and all others acting by and through them, for any and all causes of action in law or equity, suits, debts, liens, contracts, agreements, covenants, promises, injunctions, liabilities, claims, demands, damages, losses, costs and/or expenses of any nature whatsoever, known or unknown, fixed or contingent, arising under federal, state or common law, which the Parties now have or may hereinafter have by reason of any manner, cause, or thing that occurred and/or existed through and including the effective date of this Agreement and that relates in any way to the pleadings in this case or the facts alleged therein.

Mutual Obligations and Representations

3. **No Outstanding Claims.** The Parties represent and covenant that, aside from the complaint, they have not filed any other complaint, charge, claim, grievance, demand, or suit of any kind against one another with any local, state, or federal agency, court, commission, or other tribunal.
4. **Litigation Costs and Attorneys' Fees.** The Parties understand and agree that they each will be solely responsible for all expenses incurred by them respectively or on their behalf in connection with the subject of this Agreement, including, but not limited to, their respective attorneys' fees, costs and disbursements.
5. **Settlement of Disputed Claims – No Admission of Liability.** The Parties enter into this Agreement to fully and finally settle the claims and defenses which have been raised by the Parties in the pleadings and to avoid the costs and uncertainties of further litigation. By entering into this Agreement, no party is admitting the validity or merits of any of the claims or defenses raised by the Parties in the pleadings.
6. **Indemnity and Hold Harmless.** Donald Flores shall be fully responsible for satisfying any and all taxes, liabilities and/or liens that he is legally required to pay under applicable tax law, whether known or unknown or in any manner, in connection with this Agreement and understands and represents that he will fully indemnify, repay, and hold harmless the Defendants and their current and former agents, representatives, employees, officers, directors, subsidiaries, parents, affiliates, assignors, assignees, attorneys, insurers, and all others acting by and through the Defendants should any person, agency, or entity, make any claim against them for any unpaid taxes, liabilities and/or liens that Donald Flores is required to pay under applicable tax law.
7. **Confidentiality.** As a condition precedent to the performance of the promises and consideration described in this Agreement, the Parties hereby agree not to disclose to any media representative or any print, broadcast and/or electronic media whatsoever, whether internet or internet website, or any third party whatsoever, any of the terms or conditions of

any paragraphs of this Agreement. The Parties will keep the terms of this Agreement confidential except to the extent disclosure is required to the attorneys, tax advisors, or as otherwise required by law. It is further agreed that, in addition to maintaining the confidentiality of the terms to settle this case, the Parties and their attorneys shall not disclose or characterize any of the negotiations between the Parties culminating in this Agreement, including any offers, demands, counteroffers, or counter-demands, except to be permitted to state that the matter was resolved.

Miscellaneous

8. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties concerning the matters described in this Agreement and supersedes all prior agreements, discussions, negotiations, understandings and proposals of the Parties. The Parties have not relied upon any promises, representations, warranties, agreements or undertakings other than those which are expressly set forth or referenced herein.
9. **Severability.** If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction in a final ruling from which no appeal is taken, the remaining provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the Parties' intention underlying the invalid or unenforceable provision.
10. **Counterparts and Copies.** This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one Agreement. Executed facsimile transmissions and/or computer generated (PDF) copies of this Agreement shall be deemed originals and shall be fully enforceable. The Parties may deliver their respective executed counterparts by electronic (e-mail) delivery.
11. **Headings.** The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
12. **Acknowledgments.** By their signatures below, the Parties hereby certify that they have read this Agreement, and fully understand its meaning and importance. The Parties, having the opportunity to be fully advised by or consult with counsel, enter into the settlement agreement under the terms as detailed herein.

FOR PLAINTIFF:

Donald Flores

Date

FOR ALL DEFENDANTS:

Mayor Domingo Vargas

Date

City Clerk Randy Heuser

Date